held by the plaintiff. The remaining 80 acres of the 200 acres were conveyed by warranty deed directly to the defendant, E. S. Plank, who gave a release of the mortgage held by the estate, and paid $1800 in addition, which M. Plank agreed should be a discharge of the mortgage made by the Eachors to him, and assigned by him to the plaintiff, without the defendant's knowledge. M. Plank then executed a release of this mortgage to the Eachors. In an action by the plaintiff to have its mortgage foreclosed, *Held,* that although the deed by the Eachors of the mortgaged property was made to a deceased person as grantee, the parties evidently intended that the executor should take, and this intention will be effectuated by enforcing the deed in favor of the executor. *City Bank of Portage* v. *Plank,* (1910), — Wis. —, 124 N. W. 1000.

A conveyance to a fictitious person is void. *Muskingum Turnpike C.* v. *Ward,* 13 Ohio 120, 42 Am. Dec. 191; *David* v. *Ins. Co.,* 83 N. Y. 265, 38 Am. Rep. 418. For a person not in being cannot be the grantee of an immediate estate. Thus a grant to a person, deceased at the time of the deed's execution, is void. *Neal* v. *Nelson,* 117 N. C. 393, 53 Am. St. Rep. 590; *Hunter* v. *Watson,* 12 Cal. 363, 73 Am. Dec. 543. But by statute in Kentucky the heirs take under a grant to a deceased person. *Northern Lake Ice Co.* v. *Orr,* 102 Ky. 586. Any real person, however, may be a grantee under a fictitious or assumed name. *Scanlan* v. *Grimmer,* 71 Minn. 351, 70 Am. St. Rep. 326; *Wilson v. White,* 84 Cal. 239, 24 Pac. 114; *Chapman* v. *Tyson,* 39 Wash. 523, 81 Pac. 1066. The decision in the principal case would seem to find support in this class of cases, and especially from *Chapman* v. *Tyson,* where the grantee assumed the name of his infant son. But that a deed to the estate of a deceased person is void see *Simmons* v. *Spratt,* (Fla.) 1 South. 860; *McInerney* v. *Beck,* 10 Wash. 515, 39 Pac. 130.

DIVORCE—ENFORCEMENT OF ORDER ALLOWING ALIMONY PENDENTE LITE.—Margaret Kapp sued Charles Kapp for divorce. An order was made requiring the defendant to pay $200 a month as temporary alimony. He failed to comply with this order and Margaret Kapp filed a petition reciting the order, the non-payment, the amount unpaid, defendant's refusal to pay, and praying for judgment that the plaintiff have execution against property of the defendant. This judgment was allowed and the present suit is certiorari by Chas. Kapp against the lower court to review the order. *Held,* order and judgment annulled; plaintiff could not have execution to enforce the payment of alimony *pendente lite. Kapp* v. *Seventh Judicial District Court et al.* (1910), — Nev. —, 107 Pac. 95.

A decree for permanent alimony is a judgment enforceable by execution like any other final judgment. *Taylor* v. *Gladwin,* 40 Mich. 232; *Hoffman* v. *Hoffman,* 55 Barb. (N. Y.) 269; *Howard* v. *Howard,* 15 Mass. 196. A mere interlocutory order, cannot be enforced by execution. *Devlin* v. *Hinman,* 57 N. Y. Supp. 663, aff'd 161 N. Y. 115. Following the above rule, an order for the payment of alimony *pendente lite,* being an interlocutory order, cannot be enforced by execution. *Ford* v. *Ford,* 41 How. Pr. (N. Y.) 169; *Groves's Appeal,* 68 Pa. St. 143. Such an order, though, has been enforced by execution where the statute expressly permits it. ***Halsted* v. *Halsted,* 47 N. Y.**

Supp. 649. It would seem, therefore, since the Nevada Statutes provide that orders for the payment of temporary alimony can only be enforced "by attachment, commitment, and requiring security for obedience thereto, or by other means, according to the usages of courts and the circumstances of the case," (Comp. Laws of Nevada, Sec. 504), that the supreme court decided rightly in annulling the order and judgment of the lower court.

EQUITY—INJUNCTION—RIGHT OF A FRATERNAL ORDER TO PREVENT INFRINGEMENT OF ITS NAME.—One Creswill and others instituted proceedings to become incorporated under the laws of the State of Georgia by the name, Grand Lodge, Knights of Pythias of North America, South America, Europe, Asia, Africa and Australia. The Grand Lodge, Knights of Pythias of Georgia, a previously existing unincorporated association, brought suit to enjoin them from any use of the name "Pythias" in connection with the word "Knights." *Held,* that the plaintiffs were entitled to the injunction. *Creswill* v. *Grand Lodge K. of P. of Georgia* (1910), — Ga. —, 67 S. E. 188.

The principle is well established, that a court of equity will prevent by injunction the fraudulent infringement of a trade name when it will result in injury to the complainant. *Cady* v. *Schultz,* 19 R. I. 193; *N. K. Fairbanks* v.*Soap Co.* 42 C. C. A. 376; *Devlin* v. *Devlin,* 69 N. Y. 212, 25 Am. Rep. 173. The facts of the case bring it within this principle, as the plaintiff owned considerable property and conducted a department of insurance protection in its associate name. The evidence also showed that the defendant's use of the name was with fraudulent intent. The court, however, exhibited a tendency to go beyond this principle in stating, that a fanciful or arbitrary name when applied to an association organized for legitimate purposes, which may be fraternal, charitable and benevolent, will constitute a valid trade name, any infringement of which with knowledge of the facts, will be presumed fraudulent, and allow the aid of a court of equity to be invoked. To invoke the aid of a court of equity to protect a trade name some pecuniary injury must be shown. *Drummond Tobacco Co.* v. *Randle,* 114 Ill. 412; *Colonial Dames of America* v. *Colonial Dames of New York.* 29 Misc. Rep. (N. Y.) 10; PAUL, TRADE MARKS, § 174. In the cases relied on by the court for support, the organizations seeking protection had previously been incorporated under that name, and the principle applied is, that the state, having created the corporation by that name, should intervene, when necessary, to protect it. *Society of The War of 1812* v. *Society of The War of 1812 of New York,* 62 N. Y. Supp. 355. It is evident that some restriction should be placed on too liberal an application of the term "Trade Name." What appears to be a reasonable limitation is set forth in the recent case of *Grand Lodge, Free, Ancient and Accepted Masons* v. *Grimshaw et al.,* decided by the Court of Appeals for the District of Columbia, 38 Wash. Law. Rep. 130. The facts were similar in the main to those of the principal case. The court in denying a bill for an injunction said, in substance, that the single claim of each, was the exclusive right to use a name indicating that it is a genuine lodge of an order of Free Masons; courts of equity do not adjudicate the rights of charitable or religious associations to hold themselves out to be the regular and accredited representatives of some peculiar order or religious system.